

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Firm-Fixed-Price		Page 1 Of 9	
2. Amendment/Modification No. 13		3. Effective Date 2004SEP23		4. Requisition/Purchase Req No. SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By TACOM WARREN SFAE-GCS-W-BCTP VIVIAN L. NORDAUNE (586)753-2068 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: NORDAUNV@TACOM.ARMY.MIL		Code W56HZV		7. Administered By (If other than Item 6) DCMA DETROIT U.S. ARMY TANK & AUTOMOTIVE COMMAND (TACOM) ATTN: DCMAE-GJD WARREN, MI 48397-5000		Code S2305A	
				SCD A PAS NONE ADP PT HQ0337			
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) GM GDLS DEFENSE GROUP LLC, JOINT VENTURE 38500 MOUND ROAD STERLING HEIGHTS, MI. 48310-3260 TYPE BUSINESS: Large Business Performing in U.S.				<input type="checkbox"/>		9A. Amendment Of Solicitation No.	
				<input type="checkbox"/>		9B. Dated (See Item 11)	
				<input checked="" type="checkbox"/>		10A. Modification Of Contract/Order No. DAAE07-00-D-M051/0011	
				<input type="checkbox"/>		10B. Dated (See Item 13) 2003SEP23	
Code INLE2		Facility Code					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required) ACRN: AA NET DECREASE: -\$4,002.00							
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS							
KIND MOD CODE: G It Modifies The Contract/Order No. As Described In Item 14.							
<input type="checkbox"/>		A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A. The Changes Set Forth In Item 14 Are Made In					
<input type="checkbox"/>		B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).					
<input checked="" type="checkbox"/>		C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: Mutual Agreement of the Parties					
<input type="checkbox"/>		D. Other (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
SEE SECOND PAGE FOR DESCRIPTION							
<p>Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.</p>							
15A. Name And Title Of Signer (Type or print)				16A. Name And Title Of Contracting Officer (Type or print) VIVIAN L. NORDAUNE NORDAUNV@TACOM.ARMY.MIL (586)753-2068			
15B. Contractor/Offeror _____ (Signature of person authorized to sign)		15C. Date Signed		16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)		16C. Date Signed 2004SEP23	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

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SECTION A - SUPPLEMENTAL INFORMATION

PROGRAM: Stryker Armored Vehicle Program

1. This Modification 13 to Delivery Order 0011 under Requirements Contract DAAE07-00-D-M051 is a supplemental agreement.
2. The purpose of the modification is to deobligate the funding in Section B Sub-CLINs 9001AA and 9001AB which are applicable to three (3) Infantry Carrier Vehicles, Serial Numbers ICV-0354, ICV-0355 and ICV-0357. These vehicles have been moved to Delivery Order 0023 under Modification 01 and have been designated as a Foreign Military Sales vehicles.
3. As a result of the transfer of the three (3) ICV FMS vehicles to Delivery Order 0023, Delivery Order 0011 is revised as follows:
 - a. The Not-To-Exceed (NTE) price, under Sub-CLIN 9001AA, for the hardware and non-recurring labor cost for the delivery and installation of the Full Function Crew Station (FFCS) into the three (3) FMS ICVs is decreased by \$2,802 from \$392,135 to \$389,333.
 - b. The Not-To-Exceed (NTE) price, under Sub-CLIN 9001AB, for the hardware and non-recurring labor cost for the delivery and installation of the Squad Leader's Grab Handles/Strap and Rear Grab Handles/Strap into the three (3) FMS ICVs is decreased by \$1,200 from \$406,027 to \$404,827.
 - c. Far Clause 52.216-24 is revised to reflect the deobligated amounts on Sub-CLINs 9001AA snd 9001AB.
 - d. DFARS Clause 252.217-7027 is revised to reflect the deobligated amounts on Sub-CLINs 9001AA and 9001AB.
4. Sub-CLIN 9001AD is reflected in this modification to reflect the deletion of narratives (B001 and B002) associated with this Sub-CLIN prior to definitization. The Sub-CLIN 9001AD narrative reflected in this modification is in concert with the agreements contained in Modification 10.
5. As a result of this Modification 13, the total amount under Delivery Order 0011 is decreased by \$4,002. Except as specifically stated above, all other terms and conditions of Delivery Order 0011 remain unchanged and in full force and effect.

*** END OF NARRATIVE A 012 ***

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
9001	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS SECURITY CLASS: Unclassified CLIN Revised by Modification 13. UNDEFINITIZED ACTION (End of narrative B001)				
9001AA	<u>SERVICES LINE ITEM</u> NOUN: FULL FUNCTION CREW STN - NTE PRON: X13GX282X1 PRON AMD: 02 ACRN: AA AMS CD: 31107180008 This is an Not To Exceed (NTE) price for the hardware and non-recurring labor cost for the delivery and installation of a total quantity of (2) Full Function Crew Stations (FFCS) into each of the 417 Infantry Carrier Vehicles acquired or to be acquired under Delivery Orders 0002, 0010, and 0019 as follows: a. 166 ICVs, acquired under Delivery Order 0002, shall be retrofitted at Fort Lewis, WA no later than 30 November 2004. b. 104 ICVs, acquired under Delivery Order 0010, shall be retrofitted at Fort Lewis, WA no later than 30 January 2004. c. 16 ICVs, acquired under Delivery Order 0010, shall have FFCS applied during production in accordance with the current Delivery Order 0010 production schedule. d. 131 ICVs, acquired under Delivery Order 0019, shall have FFCS applied during production in accordance with the current Delivery Order 0019 production schedule. (End of narrative B002) Inspection/Acceptance: a. FFCS hardware installed in previously accepted vehicles shall be inspected/accepted at Destination. b. FFCS hardware installed during production shall be inspected/accepted at Origin.				\$ 389,333.00

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Name of Offeror or Contractor: GM GDLS DEFENSE GROUP LLC, JOINT VENTURE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
9001AB	<p>(End of narrative B003)</p> <p>Sub-CLIN 9001AA revised by Modification 13.</p> <p>(End of narrative B004)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 0 30-NOV-2004</p> <p>\$ 389,333.00</p> <p><u>SERVICES LINE ITEM</u></p> <p>NOUN: SQ LEADER/GRAB HANDLES - NTE PRON: X13GX283X1 PRON AMD: 01 ACRN: AA AMS CD: 31107180008</p> <p>CLIN 9001AB Revised by Modification 13.</p> <p>UNDEFINITIZED ACTION</p> <p>(End of narrative B001)</p> <p>This is an Not-To-Exceed (NTE) price for incorporation of the Squad Leader's and Rear Hatch Grab Handle and Grab Straps hardware into retrofit and production vehicles under Delivery Orders 0002, 0010 and 0019, respectively. In addition, the Contractor shall deliver the updated Interactive Electronic Technical Manual (IETM), Publications and Training Manuals, as follows:</p> <p>1. The contractor shall deliver and install (retrofit) the following for Delivery Order 0002 vheicles at Fort Lewis, WA no later than 30 November 2004. The parties agree the completion date is subject to change in the event the vehicles are not available for retrofit by 15 November 2004:</p> <p>a. A quantity of 52 ICVs shall be retrofitted with Squad leaders grab handle & strap.</p> <p>b. A quantity of 166 ICVs shall be retrofitted with the rear grab handle & strap.</p>				<p>\$ 404,827.00</p>

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>c. A quantity of 11 MCs, shall be retrofitted with Squad leaders grab handle & strap.</p> <p>d. A quantity of 21 CVs, shall be retrofitted with Squad leaders grab handle & strap.</p> <p>e. A quantity of 66 RVs, shall be retrofitted with rear grab handles and straps.</p> <p>f. A quantity of 27 FSVs, shall be retrofitted with rear grab handles and straps.</p> <p>g. A quantity of 10 MEVs, shall be retrofitted with Squad leaders grab handle and strap.</p> <p>h. A quantity of 12 ESVs, shall be retrofitted with Squad leaders grab handle & strap.</p> <p>i. A quantity of 22 ESVs, shall be retrofitted with rear grab handle & strap.</p> <p>2. The contractor shall deliver and install (retrofit) the following for Delivery Order 0010 vehicles at Fort Lewis, WA no later than 30 January 2004. The parties agree the completion date is subject to change in the event the vehicles are not available for retrofit by 15 January 2004:</p> <p>a. A quantity of 95 ICVs shall be retrofitted with Squad leaders grab handle & strap.</p> <p>b. A quantity of 120 ICVs shall be retrofitted with rear grab handle & strap.</p> <p>c. A quantity of 57 RVs shall be retrofitted with rear grab handle & strap.</p> <p>d. A quantity of 30 MCs shall be retrofitted with Squad leaders grab handle & strap.</p> <p>e. A quantity of 0 CVs shall be retrofitted with Squad leaders grab handle & strap.</p> <p>f. A quantity of 7 ESVs shall be retrofitted with Squad leaders grab handle & strap.</p> <p>g. A quantity of 10 ESVs shall be retrofitted with rear grab handle & strap.</p> <p>h. A quantity of 13 MEVs shall be retrofitted with Squad leders grab handle and strap.</p> <p>i. A quantity of of 12 FSVs shall be retrofitted with rear grab handle & strap.</p> <p>3. The contractor shall deliver and install the following hardware on the vehicles acquired under Delivery Order 0019 in accordance with the Delivery Order 0019 production delivery schedule:</p> <p>a. A quantity of 131 ICVs shall receive in production Squad leaders grab handle & strap and</p>				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
	<p>rear grab handle and strap.</p> <p>b. A quantity of 51 RVs shall receive in production Rear grab handle and strap.</p> <p>c. A quantity of 10 ESVs shall receive in production Squad leaders grab handle & strap and rear grab handle and strap.</p> <p>d. A quantity of 18 MEVs shall receive in production Squad leaders grab handle and strap.</p> <p>e. A quantity of 14 FSVs shall receive in production Rear grab handle and strap.</p> <p>f. A quantity of 40 MCV "B"s, shall receive in production Squad leaders grab handle and strap.</p> <p>g. A quantity of 2 MCs shall receive in production the Squad leaders grab handle & strap.</p> <p>h. A quantity of 14 CVs shall receive in production the Squad leaders grab handle & strap.</p> <p>(End of narrative B002)</p> <p>Inspection/Acceptance:</p> <p>a. The hardware installed in previously accepted vehicles shall be inspected/accepted at Destination.</p> <p>b. The hardware installed during production shall be inspected/accepted at Origin.</p> <p>(End of narrative B003)</p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table><tr><td>DLVR SCH</td><td></td><td>PERF COMPL</td></tr><tr><td><u>REL CD</u></td><td><u>QUANTITY</u></td><td><u>DATE</u></td></tr><tr><td>001</td><td>0</td><td>30-NOV-2004</td></tr></table> <p>\$ 404,827.00</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	30-NOV-2004				
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	0	30-NOV-2004												

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SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ ITEM MIPR	ACRN	OBLG STAT/ JOB ORD NO		PRIOR AMOUNT		INCREASE/DECREASE AMOUNT		CUMULATIVE AMOUNT
9001AA	X13GX282X1 31107180008 A13P30082RX1	AA	1 3GXP48	\$	392,135.00	\$	-2,802.00	\$	389,333.00
9001AB	X13GX283X1 31107180008 A13P30082RX1	AA	1 3GXP48	\$	406,027.00	\$	-1,200.00	\$	404,827.00
					NET CHANGE	\$	-4,002.00		

SERVICE	NET CHANGE		ACCOUNTING		INCREASE/DECREASE
NAME	BY ACRN	ACCOUNTING CLASSIFICATION	STATION		AMOUNT
Army	AA	21 32033000035R5R07P31107131E9 S20113	W56HZV	\$	-4,002.00
				NET CHANGE	\$ -4,002.00

		PRIOR AMOUNT OF AWARD		INCREASE/DECREASE AMOUNT		CUMULATIVE OBLIG AMT
NET CHANGE FOR AWARD:	\$	54,087,527.00	\$	-4,002.00	\$	54,083,525.00

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SECTION I - CONTRACT CLAUSES

Status	Regulatory Cite	Title		Date
I-1 CHANGED	52.216-24	LIMITATION OF GOVERNMENT LIABILITY		APR/1984
(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding:				
	CLIN 9001AA:	\$389,333 dollars.		
	CLIN 9001AB:	\$404,827 dollars		
	CLIN 9001AC:	\$1,248,289 dollars		
(b) The maximum amount for which the Government shall be liable if this contract is terminated is:				
	CLIN 9001AA:	\$389,333 dollars.		
	CLIN 9001AB:	\$404,827 dollars.		
	CLIN 9001AC:	\$1,248,289 dollars.		
(End of clause)				
I-2 CHANGED	252.217-7027	CONTRACT DEFINITIZATION		OCT/1998
(a) A Firm-Fixed Prjce (FFP) is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the undefinitized contract action, (2) all clauses required by law on the date of execution of the definitive contract action, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a Firm-Fixed Price (FFP) proposal and cost or pricing data supporting its proposal.				
(b) The schedule for definitizing the undefinitized contract action under Delivery Order 0011 are as follows:				
	CLIN 9001AA	CLIN 9001AB	CLIN 9001AC	
Target Date for Definitization:	19 Jan 04	19 Jan 04	4 Feb 04	
Submission of Proposal:	1 Dec 03	1 Dec 03	5 Dec 03	
Beginning of Negotiations:	15 Dec 03	3 Jan 04	23 Jan 04	
Submission of Make-or-Buy:	N/A	TBD	N/A	
Submission of Subcontracting Plan:	19 Jan 04	N/A	23 Jan 04	
Submission of Cost and Pricing Data:	19 Jan 04	N/A	23 Jan 04	
(c) If agreement on a definitive contract action to supersede this undefinitized contract action is not reached by the target date in paragraph (b) of this clause, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.				
(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by-				
(i) All clauses required by the FAR on the date of execution of this undefinitized contract action for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);				
(ii) All clauses required by law as of the date of the Contracting Officer's determination; and				
(iii) Any other clauses, terms, and conditions mutually agreed upon.				
(2) To the extent consistent with paragraph (c)(1) of this clause, all clauses, terms, and conditions included in this undefinitized contract action shall continue in effect, except those that by their nature apply only to an undefinitized contract action.				
(d) The definitive contract resulting from this undefinitized contract action will include a negotiated price in no event to				

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exceed:

CLIN 9001AA: \$778,666
CLIN 9001AB: \$809,654
CLIN 9001AC: \$2,496,577.

[End of Clause]